

7. Upon Westfield's performance of all of its obligations under this Agreement, Defendants release, remise and forever discharge Konover Development Corporation and its successors, assigns, affiliates, agents, employees, representatives and counsel from and against any and all claims, losses, liabilities, debts or other obligations, whether known or unknown, contingent or fixed, arising out of the claims that were or could have been asserted in the State Action or arising out of the facts alleged in the State Action.

8. Upon Westfield's performance of all of its obligations under this Agreement, Defendants shall execute and deliver to Mark Bluver, Esq., counsel to Home Depot, a release of Home Depot in the form attached hereto.

9. The terms and conditions of this Agreement are confidential and may be disclosed only to the parties, their employees, their accountants or other tax or accounting professionals, and counsel, except (a) in response to a validly issued subpoena or other court process; or (b) in any action to enforce the terms of this Agreement.

10. The terms of this Agreement shall be binding on, and shall inure to the benefit of, the parties and their successors and assigns.

11. Any action to enforce the terms of this Agreement shall be brought in the courts of the Commonwealth of Massachusetts, including without limitation the United States District Court for the District of Massachusetts. This Agreement and the enforcement of this Agreement shall be governed by Massachusetts law without regard to choice of law principles.

Dated: 8/28/06

C. David Trader
C. David Trader

Dated: 8/28/06

Jean M. Trader
Jean M. Trader

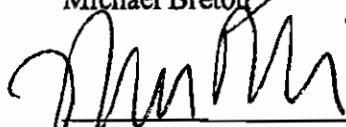
Dated: 9/7/06


Donald Gove

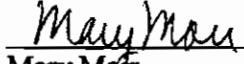
Dated: 9/7/06


Michael Breton

Dated: 9/15/06


Bradford Moir

Dated: 8/15/06


Mary Moir

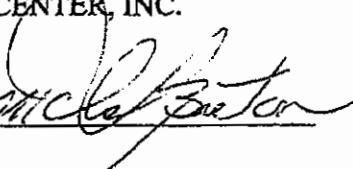
INTERSTATE BUILDING SUPPLY, INC.

Dated: _____

By: _____

LUMBER CENTER, INC.

Dated: 9/7/06

By: 

WESTFIELD EAST MAIN STREET LLC

Dated: _____

By: _____

SEP-07-06 THU 04:03 PM I.B.S. INC.
From: MOIR & ROSS LAW OFFICES

FAX NO. 14135890806

P. 01

08/21/2006 14:35 #046 P.004/008

Dated: _____

Donald Gove

Dated: _____

Michael Breton



Bradford Moir

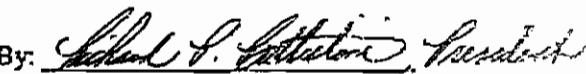
Dated: 9/15/06

Mary Moir
Mary Moir

Dated: 9/15/06

INTERSTATE BUILDING SUPPLY, INC.

Dated: 9/7/06

By:  Michael S. Gottstein, President

LUMBER CENTER, INC.

Dated: _____

By: _____

WESTFIELD EAST MAIN STREET LLC

Dated: _____

By: _____

This instrument is made in The Commonwealth of Massachusetts and shall be construed according to the laws of The Commonwealth of Massachusetts.

This General Release is part of the settlement and compromise of a disputed claim and the delivery of consideration by or on behalf of the Releasees is not to be construed as an admission of liability on the part of the persons, hereby released by whom liability is expressly denied.

This General Release may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement.

Executed under seal this 28th of August 2006.

Witnessed as to each
of the Releasing Parties

Witness:

Kelia Moir Debrook

C. David Trader
C. David Trader

Witness:

Kelia Moir Debrook

Jean M. Trader
Jean M. Trader

Witness:

5



Donald Gove

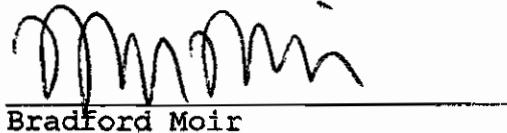
Witness:

Witness:

Kelia Moir Oehsak



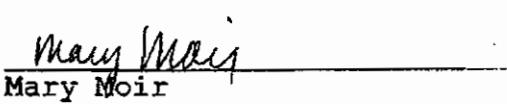
Michael Breton



Bradford Moir

Witness:

Kelia Moir Oehsak



Mary Moir

Witness:

Witness:

Interstate Building Supply, Inc.



Michael Breton
Lumbar Center, Inc.

SEP-07-06 THU 04:03 PM I.B.S. INC.
From:MOIR & ROSS LAW OFFICES

FAX NO. 14135890806 P. 02
08/21/2006 14:36 #046 P.008/009

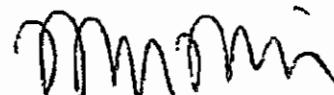
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Donald Gove

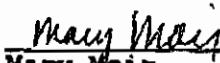
Witness:

Michael Breton

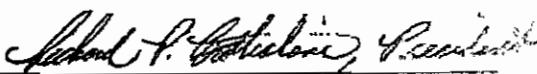
Witness:


Bradford Moir

Witness:


Mary Moir

Witness:


Michael P. Goffin, President
Interstate Building Supply, Inc.

Witness:

Lumbar Center, Inc.